

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

AN ORDINANCE

**AUTHORIZING THE AGREED TERMINATION OF A 20 YEAR LEASE
WITH THE SAN ANTONIO FOOD BANK FOR A 23.55 ACRE TRACT OF
LAND IN THE SOUTHWEST BUSINESS AND TECHNOLOGY PARK
LOCATED AT STATE HIGHWAY 151 AND OLD HIGHWAY 90 IN
COUNCIL DISTRICT 6.**

* * * * *

WHEREAS, pursuant to Ordinance 2013-01-31-0068 City Council authorized a lease with the San Antonio Food Bank for approximately 23.55 acres in the Southwest Business and Technology Park; and

WHEREAS, the San Antonio Food Bank has requested to buy the property from the city of San Antonio which would render the lease irrelevant; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee, jointly and severally, are authorized and directed to execute the Lease Termination Agreement with the San Antonio Food Bank, a copy of which is set out in **Exhibit A**. The City manager and her designee, severally, are further authorized and directed to take all other actions reasonably necessary or convenient to effect the transaction, including delivering ancillary documents and instruments conducive to effectuating the transaction.

SECTION 2. Any funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 24000000253 and General Ledger 4903101.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this th day of _____, **2017**.

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Exhibit A

Termination of Lease Agreement

(San Antonio Food Bank)

This Termination of Lease Agreement is entered into between Tenant and the City of San Antonio (“Landlord”), P.O. Box 839966, San Antonio, Texas 78283-3966, pursuant to the Authorizing Ordinance.

1. Identifying Information.

Authorizing Ordinance:

Tenant: San Antonio Food Bank

Tenant’s Address: 4311 Director Drive, San Antonio, Texas 78219-3202

Lease: Lease (San Antonio Food Bank) whereby the City of San Antonio, as Landlord, leased to the San Antonio Food Bank, as Tenant, approximately 23.55 acres in the Southwest Business and Technology Park, as authorized by the Ordinance Authorizing Lease

Ordinance Authorizing Lease: 2013-01-31-0068

Termination Date: The Closing Date of the transaction by which Landlord sells to Tenant the premises subject to the lease.

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to “Lease” in this amendment include both the original Lease and all previous amendments to it.

3. Termination.

Despite any provisions in the Lease to the contrary, the Lease is terminated effective the Termination Date, if the Termination Date occurs before January 1, 2018. If the Termination Date does not timely occur, this Termination of Lease Agreement is void. The Termination Date is presumed to have occurred not later than the date of recording of the deed from Landlord to Tenant. By sufficient evidence, it may be shown to have occurred on an earlier date.

4. Security Deposit.

The parties acknowledge that Tenant posted no security deposit under the Lease.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this amendment.

7. Same Terms and Conditions.

This termination agreement is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended.

8. Date of Amendment

For purposes of reference, the date of this amendment is the date of the later of the signatures set forth below.

Landlord

City of San Antonio, a Texas municipal corporation, by:

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Tenant

San Antonio Food Bank, Inc., a Texas non-profit corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____